

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SYNOPSYS, INC.,

Plaintiff,

v.

UBIQUITI NETWORKS, INC., UBIQUITI
NETWORKS INTERNATIONAL LIMITED,
CHING-HAN TSAI, and DOES 1-20, inclusive,

Defendants.

AND RELATED COUNTERCLAIMS

Case No. 3:17-cv-00561-WHO

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

WHEREAS, on February 3, 2017, Plaintiff Synopsys, Inc. (“Synopsys”) filed its Complaint for Violations of the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201 et seq. (“DMCA”) and of other federal statutes and the common laws of California against Defendants Ubiquiti Networks, Inc. (“Ubiquiti”) and Ubiquiti Networks International Limited (“UNIL”), (collectively “Ubiquiti Defendants”), Ching-Han Tsai (“Tsai”) and Does 1 through 10 (the “Litigation”);

WHEREAS Ubiquiti and UNIL have been served with and answered the Complaints in the Litigation;

WHEREAS in the Litigation Synopsys seeks a permanent injunction to prevent any unlicensed use of Synopsys’s software;

WHEREAS, Synopsys and Ubiquiti and UNIL have resolved the claims between them, the consideration for which includes the entry of this Consent Judgment and Permanent Injunction;

THEREFORE, IT IS HEREBY SO STIPULATED that:

1. Ubiquiti and UNIL are hereby permanently restrained and enjoined from accessing, using, distributing or selling any Synopsys products or any electronic files associated with the use

of or access to any Synopsys products, including but not limited to license key files, without a valid license. Ubiquiti and UNIL may use or access Synopsys products only with a valid license;

2. Ubiquiti and UNIL are hereby ordered to cease using and return to Synopsys all Synopsys Materials, as defined in paragraph 3 of the Confidential Settlement Agreement;

3. Synopsys and Ubiquiti and UNIL consent to the Court retaining jurisdiction of the subject matter hereof and over Ubiquiti and UNIL to ensure compliance with this Consent Judgment and Permanent Injunction; and

4. This Consent Judgment and Permanent Injunction is final and non-appealable, with the parties to bear their own costs and attorneys' fees incurred in connection with this dispute.

STIPULATED AND AGREED TO BY:

Dated: January 23, 2019 DENISE MINGRONE
Orrick, Herrington & Sutcliffe LLP

By: /s/ Denise Mingrone
DENISE MINGRONE
Attorneys for Plaintiff, Synopsys, Inc.

Dated: January 23, 2019 WENDY J. RAY
Morrison & Foerster LLP

By: /s/ Wendy J. Ray
WENDY J. RAY
Attorneys for Defendants, Ubiquiti Networks, Inc.
and Ubiquiti Networks International Limited

CIVIL LOCAL RULE 5-1(i)(3) ATTESTATION

I hereby attest that concurrence in the filing of this document has been obtained from each of the other signatories hereto.

Dated: January 23, 2019 By: /s/ Denise Mingrone
DENISE MINGRONE

PROPOSED ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: January 24, 2019

A handwritten signature in black ink, appearing to read "W. H. Orrick", is written over a horizontal line.

WILLIAM H. ORRICK
UNITED STATES DISTRICT JUDGE